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This Instrument Prepared By:

Justin Jan Thermon 173 Tuker 1712 Ste Dii Send Tax Notice To:

Western REI, LLC 3360 Davey Allison Blvd. Hueytown, AL 35023

STATE OF ALABAMA)
COUNTY OF SHELBY

STATUTORY WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS that, for and in consideration of One Hundred Dollars (\$100) and other valuable considerations paid to CAMELLIA MET MINING, LLC, a Delaware limited liability company (hereinafter referred to as "Grantor"), by WESTERN REI, LLC, an Alabama limited liability company (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee its right, title and interest in and to the real estate, MINERALS AND MINING RIGHTS EXCEPTED, situated in Shelby County, Alabama, and more particularly described in Exhibit A attached hereto and incorporated herein by reference (the "Property").

right of action for damages on account of injuries to the Property herein conveyed or to any buildings, improvements, structures, pipelines, or other sources of water supply now or hereafter located upon the Property, or to any owners or occupants or other persons in or upon the Property, resulting from sinkholes or other defects of the surface or subsurface of any nature affecting the Property or from past mining and/or gas or oil producing operations of Grantor, or its assigns, lessees, licensees, grantees, or contractors, or resulting from past blasting, dewatering, or the past removal of coal, iron ore, gas, oil, methane, hydrocarbons, occluded natural gas, coal bed methane gas, gob gas, limestone, aggregate and all other minerals and non-mineral substances, including water associated with the production of coal bed methane gas, or coal seam or other roof supports by Grantor, or its assigns, licensees, lessees, grantees, or contractors, whether said past mining and/or gas or oil producing operations be in the Property or other lands, shall ever accrue to or be asserted by Grantee or by Grantee's successors in title, this conveyance being made expressly subject to all such injuries, either past or future, and this condition shall constitute a covenant running with the land as against Grantee and all successors in title.

By acceptance of this deed and as a condition of the conveyance hereunder, Grantee acknowledges and agrees that the physical and environmental condition of the Property conveyed hereunder has been inspected by Grantee or its duly authorized agent and that the Property is purchased by Grantee as a result of such inspection and not upon any agreement, representation, or warranty made by Grantor. Furthermore Grantee, for itself and on behalf of its successors and assigns, agrees to accept the Property in its "AS IS, WHERE IS, WITH ALL FAULTS" condition, including any physical and environmental conditions; to release Grantor from any and all liabilities under CERCLA, RCRA, the HMTA, the Surface Mining Control and Reclamation Act of 1977, the Alabama Surface Mining Act of 1969, the Alabama Surface Mining Control and Reclamation Act of 1981, as amended 1983 and 1990, the Alabama Water Pollution Control Act, as amended 1982, the Alabama Hazardous Wastes Management and Minimization Act of 1978, as amended 1985 and 1987, the Federal Toxic Substances Control Act of 1976, the Federal Water Pollution Control Act, as amended 1987, the Federal Clean Air Act, as amended 1990, and the Best

Management Practices of the Alabama Department of Environmental Management or any other local, state, or federal laws, rules, regulations, or ordinances; and to *indemnify, defend, and hold Grantor harmless from and against* any cost, fine, penalty, or other liability relating to the physical and environmental condition of the Property. It is the express intention of the parties that this assumption, release, and indemnity run with the land and shall be binding upon Grantee, its successors and assigns and all successors in title. (For the purpose of this Deed, "CERCLA" shall mean and refer to the Comprehensive Environmental Response Compensation and Liability Act of 1980, 42 U.S.C. §9601, *et seq.*, as amended; "RCRA" shall mean and refer to the Resource Conservation and Recovery Act, 42 U.S.C. §6901, *et seq.*, as amended; and "HMTA" shall mean and refer to the Hazardous Materials Transportation Act, 49 U.S.C. §5102, *et seq.*, as amended.)

No private right of action shall accrue with respect to the physical or environmental condition of the Property to any subsequent purchaser of the Property, whether by foreclosure or otherwise, due solely to the taking of title to the Property and, by taking such title, any such purchaser does thereby waive any and all right or claim against Grantor, Grantee, or their successors and assigns or any of them, for any costs. loss, damage, or liability such purchaser or its successors and assigns may incur as a result of the physical or environmental condition of the Property or the need or desirability to do any removal, corrective, or remediation work including, but not limited to, in connection with hazardous substances or waste pursuant to CERCLA, RCRA, the HMTA, the Surface Mining Control and Reclamation Act of 1977, the Alabama Surface Mining Act of 1969, the Alabama Surface Mining Control and Reclamation Act of 1981, as amended 1983 and 1990, the Alabama Water Pollution Control Act, as amended 1982, the Alabama Solid Wastes Disposal Act of 1969, the Alabama Air Pollution Control Act of 1971, as amended 1982, the Alabama Hazardous Wastes Management and Minimization Act of 1978, as amended 1985 and 1987, the Federal Toxic Substances Control Act of 1976, the Federal Water Pollution Control Act, as amended 1987. the Federal Clean Air Act. as amended 1990, and the Best Management Practices of the Alabama Department of Environmental Management, and all regulations thereunder or any similar laws or regulations enacted by the United States of America or the State of Alabama, or any agency or instrumentality of either.

Without limiting the foregoing, Grantee, by acceptance of this deed, hereby releases Grantor, its officers, directors, shareholders, parent companies, affiliated companies, employees, agents, successors and assigns (collectively, "Grantor Parties"), and agrees to indemnify, defend and hold Grantor Parties hamless, from and against any and all claims, losses, demands, costs, expenses, liabilities, damages and judgments, including personal injury, death or damage to property arising or resulting from, in whole or in part, or in any way connected with (i) the past, current or future use of the Property by Grantee, its successors, assigns or lessees and any person or entity which shall acquire any property interest or right (equitable, beneficial, direct or otherwise) with respect to all or any portion of the Property (collectively, "Grantee Parties") and/or (ii) any and all mining operations or other use of the Property prior to or after the date of this deed, irrespective of whether or not resulting in whole or in part from the negligent acts or negligent omissions of any Grantor Parties or their respective predecessors, successors, assigns, licensees, lessees or contractors including without limitation the existence (now or hereafter) of gob piles, mine shafts, mine entries, other mine structures and surface subsidence.

TO HAVE AND TO HOLD to the Grantee, its successors and assigns forever.

Grantor does hereby covenant that the Grantor is lawfully seized and possessed of the Property and has the right and lawful authority to sell and convey the Property. The Grantor does hereby warrant the title to the Property and will defend the same against the lawful claims of all persons claiming by, through, or under Grantor and that the Property is free and clear of all encumbrances except for the Permitted Encumbrances set forth in Exhibit C attached hereto and by this reference made a part hereof, against which Grantor shall not defend.

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Grantor EXPRESSLY RESERVES unto itself and does not convey to Grantee any subsurface strata including but not limited to all of the coal, oil, gas and coalbed methane, and any and all other minerals, whether or not similar to the foregoing despite any proximity to the surface of the Property, including without limitation, all red rock and other colored rock, whether currently stockpiled on the surface of the Property or otherwise, together with all rights, rights-of-way and easements necessary or convenient to develop and use such property to the fullest extent possible including but not limited to the following: the right to enter the surface of the Property to explore for, drill for, develop, produce and transport the oil and gas, the right to take, mine, remove, and transport all of the coal, and other minerals and any other strata underlying the surface of the Property, the right to enter the surface of the Property to drill core holes for coal exploration purposes and build shafts for entry, supply drops, ventilation, or otherwise, and the right to exercise all of the foregoing rights without liability for any damage or injury to the surface of the Property, or any waters, water courses, timber, facilities, improvements or anything else thereon or that may be placed thereon in the future. The foregoing rights reserved by Grantor herein expressly includes the right to mine the coal underlying the Property by strip, auger, highwall, or other surface mining methods. Grantee acknowledges and agrees that if, in the exercise of the foregoing reserved rights, Grantee, or its successors and assigns, cuts and removes timber from the Property, Grantor may be entitled to compensation for such cutting and removal pursuant to that certain Lots or Other Unimproved Land Sales Contract entered into by the parties hereto on June 12, 2020, the terms of which are incorporated herein.

Grantor FURTHER EXPRESSLY RESERVES an easement and right of way for access to and from properties owned by Grantor over and across that certain roadway or roadways currently lying on the Property and depicted on the map attached as Exhibit B, which easement and right of way shall be deemed a covenant running with the lands of Grantor. To the extent of Grantor's rights in and to such roadways, Grantor conveys to Grantee an easement and right of way over the same for access to and from the Property.

The information below is being provided in accordance with Code of Ala. (1975), Section 40-22-1:

Grantor's Name: Camellia Met Mining, LLC Grantee's Name: Western REI, LLC

Mailing Address: 3400 County Road 260 Mailing Address: 3360 Davey Allison Blvd.

Alabaster, Alabama 35114 Hueytown, AL 35023

Property Address: See Exhibit A hereto Fair Market Value: \$209,500.00

[Signature Page Follows]

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behalf and its seal to be hereunto affixed and attested by its officers or representatives thereunto duly authorized this, the 13 ¹¹ day of 5414.
CAMELLIA MET MINING, LLC
By: Bull O'Dea, President and Executive Director
STATE OF ALABAMA) COUNTY OF Jeffers)
I, the undersigned, a Notary Public in and for said County, in said State, hereby certify that Brian O'Dea, whose name as President and Executive Director of Camellia Met Mining, LLC, a Delaware limited liability company, is signed to the foregoing instrument, and who is known to me, acknowledged before me on this day that being informed of the contents of said instrument, he/she, in such capacity and with full authority, executed the same voluntarily for and as the act of said corporation.
GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13 TH day of Tuly, 2020. Notary Public
[SEAL] My Commission Expires: 10 - 28 - 2020
My Commission Extres October 28, 2020

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name and

Exhibit A to Statutory Warranty Deed

Legal Description of Property

A parcel of land, being a portion of the Southeast 1/4 of the Southeast 1/4, the Southwest 1/4 of the Southeast 1/4, the Northeast 1/4 of the Southeast 1/4, the Northeast 1/4 of the Southwest 1/4, the Southwest 1/4 of the Northeast 1/4 and the Southeast 1/4 of the Northeast 1/4 of Section 13, and the Southwest 1/4 of the Northwest 1/4 and the Northwest 1/4 of the Southwest 1/4 of Section 18, all in Township 21 South, Range 3 West, Shelby County, Alabama, being more particularly described as follows:

COMMENCE at 3" capped pipe found and locally accepted to be the Southwest corner of the Southwest 1/4 of the Southeast 1/4 of said Section 13; thence North 87 degrees 36 minutes 31 seconds East along the South line of said Section 13 for a distance of 848.67 feet to a 1/2" rebar set; thence leaving said South line, North 44 degrees 54 minutes 31 seconds East for a distance of 421.76 feet to a 1/2" rebar set and the POINT OF BEGINNING of the parcel herein described; thence North 45 degrees 05 minutes 29 seconds West for a distance of 2008.50 feet to a railroad spike set in the centerline of a gravel road, said point being on a curve to the right, having a radius of 2020.00 feet, a chord bearing of North 44 degrees 28 minutes 12 seconds East and a chord length of 307.39 feet; thence along the arc of said curve and along said centerline for a distance of 307.69 feet to a point of a reverse curve to the left, having a radius of 1050.00 feet, a chord bearing of North 42 degrees 15 minutes 54 seconds East and a chord length of 240.22 feet; thence along the arc of said curve, continuing along said centerline for a distance of 240.75 feet to a point of a reverse curve to the right, having a radius of 1000.00 feet, a chord bearing of North 41 degrees 49 minutes 08 seconds East and a chord length of 213.30 feet; thence along the arc of said curve, continuing along said centerline for a distance of 213.71 feet to a point; thence continuing along said centerline the following five calls: North 47 degrees 56 minutes 28 seconds East for a distance of 483.50 feet to a point on a curve to the right, having a radius of 650.00 feet, a chord bearing of North 62 degrees 00 minutes 30 seconds East and a chord length of 315.98 feet; thence along the arc of said curve for a distance of 319.18 feet to a point of a reverse curve to the left, having a radius of 1100.00 feet, a chord bearing of North 69 degrees 34 minutes 20 seconds East and a chord length of 249.18 feet: thence along the arc of said curve for a distance of 249.72 feet to a point; thence North 63 degrees 04 minutes 07 seconds East for a distance of 573.45 feet to a point on a curve to the right, having a radius of 500.00 feet, a chord bearing of North 75 degrees 14 minutes 37 seconds East and a chord length of 210.90 feet; thence along the arc of said curve for a distance of 212.49 feet to a railroad spike set; thence leaving said centerline, North 54 degrees 24 minutes 26 seconds East for a distance of 867.04 feet to a railroad spike set in the centerline of a gravel road, said point being on a curve to the right, having a radius of 200.00 feet, a chord bearing of North 36 degrees 08 minutes 08 seconds East and a chord length of 134.19 feet; thence along the arc of said curve and along said centerline for a distance of 136.85 feet to a point; thence continuing along said centerline for the following 3 calls: North 55 degrees 44 minutes 14 seconds East for a distance of 251.92 feet to a point on a curve to the right, having a radius of 470.00 feet, a chord bearing of North 65 degrees 53 minutes 26 seconds East and a chord length of 165.70 feet; thence along the arc of said curve for a distance of 166.57 feet to a point; thence North 76 degrees 02 minutes 37 seconds East for a distance of 139.68 feet to a railroad spike set on the North line of the Southwest 1/4 of the Northwest 1/4 of said Section 18; thence leaving said centerline, South 87 degrees 29 minutes 56 seconds East along said North line for a distance of 782.02 feet to a 3" capped pipe found at the Northeast corner of said 1/4-1/4 section; thence South 00 degrees 30 minutes 21 seconds East along the East line of said 1/4-1/4 section for a distance of 1609.73 feet to a railroad spike set in the centerline of a gravel road; thence along said centerline the following 3 calls: South 67 degrees 55 minutes 46 seconds West for a distance of 108.37 feet to a point on a curve to the right, having a radius of 277.54 feet, a chord bearing of South 84 degrees 17 minutes 14 seconds West and a chord length of 156.33 feet: thence along the arc of said curve for a distance of 158.47 feet to a point of a reverse curve to the left, having a radius of 1170.33 feet, a chord bearing of South 87 degrees 36 minutes 25 seconds West and a chord length of 528.05

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feet; thence along the arc of said curve for a distance of 532.64 feet to a railroad spike set; thence leaving said centerline, South 44 degrees 54 minutes 31 seconds West for a distance of 2796.75 feet to the POINT OF BEGINNING. Containing 171.00 acres, more or less.

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Exh. 6.1 13 PROPOSED EASTMENT An BU Male exemplate occurs a portion of the Southeast 1/4 of the Southeast 1/4, the hortheast 1/4 of the DISTANCE TOEL TA ANGLE CHORD SLARING CHORD LENGTH RADIUS Sauthwest 1/4, the Worthwest 1/4 of the Southwost 1/4, the Southwest 1/4 of the Hortheost 1/4, the 1099 40 483 50 N 50'49'70" F N 4756'28" 228 08 1115512 Southeast 1/4 of the horthess 1/4 (he Northess 1/4 of the Southeast 1/4 of Section 1) and the Northeast 713 62 N 65'04'07" 700 OC1 22,52,42 N 45'33'57" F 1/4 of the Southwest 1/4 of Section III all in Tourning 21 South, Ronge 3 West, Shally County, Alcheme, Being N 55'44'14' 235 30 more particularly described as fellows. 12:05,58 N 40'24'45" (115 00 N 76'07'37" 285 32 2000 00 ig 10.76° N 477714 F COMMITTEE 31 o 1' capped pipe haind and locally occasied to be the Southeast corne of the Southeast 1/4 of 5 6/55 46' W 2020.00 N 39"1142" ([1149 71***** the Southeast 1/6 of soid Section 13: Thence North 44 degrees 31 minutes 97 seconds West for a distance of N 74'34'08" ! N 44"78 12" L SC 7 69 7070 00 1477.55 (set to a redrood uping set in the center of a ground rood, and point being on a cutte to the right. 18:43 39* N 42'15 54" having a rodule of 1099-40 (set in chind beginning at North 50 degrees 49 minutes 20 seconds (and one is chind 5 65" 1 36" 240 75 [13:08'14' 1050 00 240 27 ength of 22/87 leet and being the FORT OF BLORGING at on 80 male expenses, you 40 feet on such side. [\$ 06.03,25, # 1000 00 N 41'49'08" 213 71 12'14'41' of the following processed contenting, thence eging the art of said curve and along said contenting for an art. distance of 228.06 leaf to a paint of a reverse curve to the left, having a rodice of 700.00 feet, a chief. N 67'00'30" S 5752'46" : 75 05 04 319 '8' 650 00 bearing at North 45 degrees 33 minutes 57 seconds (ast one o chard length of 271 Million thence dieng the N 69' 54' 20" 249 72 1100 00 1 7 00 76 are all said curse, continuing stong and contained, for a distance of 273.67 feet to a point of a reserve curse U11 N 14'76'77" F 210.90 to the right, having a reduce of 1115-00 feet is shurd bearing of North 40 degrees 74 minutes 43 seconds (ast 700 00. 14:21:00 N 7534371 and a chard weigh of 754.66 feet, thence stong the arc of test curve, continuing stony and continue for a N 36'08'08" 136 85 [39"1,7"12" 20**0.00**1 distance of 735.30 feet to a point of a reverse curve to the 164, human a radius of 2000.00 feet, a chard-4 65'53"26" E 1665/ 470.00 bearing of North 42 degrees 22 menutes 14 seconds bast and a chard angle of 285 38 feet. There along the 5 8417'14" W arc of soid curve continuing along seid contenting for a distance of 265.32 feet to a point of a reverse curve. 158.47 277.54 156 33 32 47 56 to the right, home a radius of 7070.00 feet is chief beging of burth 30 degrees 11 minutes 42 seconds first 5.17 64 1170.33 S 873675° W 26'04'34 and a church langth of 64.25 feet, thence along the air of said curve, continuing along said centering for a -5 84'18 44 471416 228 53 is 10.00° distance of \$4.76 feet (a a radious species), thence continuing though the test described course, along a curve to the right, having a radius of 2020-00 feet, a chord bearing of Narth 44 degrees 18 minu ex 13 seconds that 236 61 1"71'01' \$ 2731'02" 190 00 SCALE: 1" = 250 and a chiefe sangth of 307.39 feet, thence glang the arc of and curve and along and continue for a distance 2 30,00 265 09 66'C2'' / S 2450'37" L 250 66 at 307 67 feet (allo point of a reverse curve to the left, having a radius of 1050 00 feet, a shard bearing of 'S 75113'50" L C19 302 63 100.00 14'42'08 North 47 degrees 15 minutes 54 seconds (ast and a chard length of 240.27 feet, thence along the art of suid curve, continuing along said contentine for a distance of 240.75 feet to a point of a reverse curve to the right, 16:36:09 N 59'3' 30" E 77.44 having a reduce at 1000.00 leet, a chief begins of North 41 degrees 49 minutes 05 seconds first and a chief 171 42 700 00 14'01'52 N 58714'21" E (170.90) toroth of 313.30 feet. Thence doing the arc of said cures, continuing dang took centering for a distance of 319.26 215 /1 legt to a point, thence continuing stong and centerline the fenoming five cells. Marth 47 degrees 56 moutes 28 securds (ast for a distance of 48) 50 feet to a point an a curve to the right, howing a radius of 50148 56 N 39"50"50" E 705 40 N 1579177 F 7,31 200 00 853.00 feet, a chard bearing of Horth 82 degrees 00 menutes 30 seconds that and a chard might of 315.98. S 65'42'12" E | 101.49 5" (WHE) lest; thence dong the arc of soil curve for a distance at 3'4 to feet to a punt of a reverse curve to the left. having a roduc of 1100,00 feet, a chard bearing of North 69 degrees 34 minutes 20 seconds tool and a chard ו טאטכ די ייניים emath at 249 IB feet, thance stong the arc of and curse for a distance of 249 77 feet to a punt, thence North 53 degrees 04 minutes 07 secures (ust for a distance of 5/345 feet to a soul on a cure to the right having a reduce of 500.00 feet, a chard searing of North 75 degrees 14 minutes 37 seconds feet and a shord engin of 210 90 feet. Thence stong the erc of eard curse for a distance of 212 49 feet to a retrood spike set. thence continuing along the lost described course and along said centerless, along a curve to the right, having a radius of 500.00 feet, a chare bearing at South 75 degrees 1) minutes 50 seconds East and a charé length at 80 PRESCRIPTIVE COUNTY 296.23 lest, there glong the ere of soul curve for a delence of 302.53 lest to a point, thence continuing along and contained the following ten calls. South 57 degrees 52 minutes 46 seconds East for a distance of RIGHT OF WAY (NOT COUNTY 418.80 lest to a point an a curve to the right, having a reduce of 230.00 feet, a chord bearing of South 74. WAIN 'A NE 3) degrees 51 minutes 37 seconds East and a chord langth of 230.66 leet. Thance along the ordial sold cutter for a distance of 265.09 feet to a point, thence South OE degrees 09 minutes 32 seconds Nesi for a distance of 11) 58 feet to a point on a curve to the self having a radius of 190.00 feet, a chief bearing of South 27. degrees 11 minutes 32 seconds East and a chard length of 721.83 feet, Wance along the art of said curve for SE 1.14 OF NE 174 a distance of 256.61 feet to a point; thence South 63 degrees 11 minutes 36 seconds East for a distance of 99.63 legt to a point on a curve to the fell, having a radius of 310,00 feet, a shore bearing at South 84. degrees 18 minutes 44 seconds East and a chard length of 773.39 leet, thance along the erc of said curry for a distance of 278.53 feet to a point, thince North 14 degrees 34 minutes 00 arcands Last his a distance of SW 174 OF NR 174 151 IB leet to a paint on a curve to the light, having a reduce at 1170-33 feet, a chord bearing of Horth BJ degrees 36 minutes 35 seconds (set and a chord larger of 528.05 feet, there along the arc of sed curse for a distance of 532.64 feet to a point of reverse owner to the fell, having a reduce of 277.54 feet, a whord pergrap of North 84 degrees 17 minutes 14 seconds bost and a chied langth of 156.33 feet. Thence along the are of soid curse for a distance of 150.47 feet to a point, thence North 67 degrees 55 minutes 46 excends East for a distance of 106.37 feet to a rational spike set in the contentine of soid grains read, himny the Westernmost and all Shalby County Highway 760 (60" right of eay) and the POWT Of ENDING of soid comment. Continuing 11 fell acres, more or less SW 1/4 G) No. 174 80' PRESCRIPTIVE COUNTY. RIGHT OF WAY (NO! COUN!Y TACIUNEAS 1/2" REBAR PARCEL 1 L/2" HEBAR 171.00 ACRES END OF SHEERY COUNTY INCHWAY 260 NE 174 DE 36 374 BOT RIGHT OF WAY AND PROPOSED BOT LASHWENT NW 17 FOR SELECT RECON 80' PRESCRIPT VE NO 174 SW 1-4 COUNTY RIGHT OF WAY (NOT COUNTY (C MANTANA NW 1 14 OF SW 174 5/8" CAPPED. CRUOT PARISE (ORUMNONO) 80' PRESCRIPTIVE COUNTY RIGHT OF WAY (NOT COUNTY 'OB CHA (C3H ATHIAM 5/8" CAPPEO THRUSHERS CORCEONS REBAR FOUND (CNOMMURC) ST 1/4 SW 1/4 PARCEL 2 /POB 30 174 Se 174 **3章 374 - 3章 474** EAS ENITOT 44.06 ACRES S# 174 St 174 SW 174 SF 174 SEC. 13, T-215, R-3W SHELLIY COUNTY, AL 3" CAPPED PIPE FOUND S 8736'31" W 848 67 P.O.B POC N 5736'31" (848.67 NE 1-4 (0) NE 1-4 ME 1, 4 NE 174 NO 174 NW 174 NW 174 - NE 174 AWABAJA NO MATE SHE, HY COUNTY I Rodney Statest a Registered Protessional Land Surveyor in the State of Automatic arrive that this is a fruit and correct plot of my survey as whose has per . That there are no made entropy howests of any land upon the subject but except us whose hereon, excluding utility series or mest where or seems that person the authors tall any that are within ded-colled experients or rights of way. That else corners nove own found or installed at all lot corners in hereby carlify that all parts of the survey and drawing have been completed in eccurpance with the current requirements of the Standards of Proclice for Surreying in the State of Alabama to the Best of my knowledge, informal as and ballet, the correct legal description being or follows PARCICI A parcel or and, being a portion of the Southeast 1/4 of the Southeast 1/4, the Southeast 1/4 of the Southeast 1/4. The Morthaast 1/4 of the Southeast 1/4. The Harlingest 1/4 of the Southwest 1/4 the Harlingest 1/4 of the Southwest 1/4 the Southwest 1/4 of the Harlingst 1/4 and the Southwest 1/4 of A parcel of fend, being a parties of the Southwest 1/4 of the Southwest 1/4, the Southwest 1/4 of the Southwest 1/ the Northeast 1/4 of Section 13, and the Southwest 1/4 of the Northwest 1/4 on the Northwest 1/4 of the Southwest 1/4 of Section 18 of in Thomship 21 South Range 1 Mest, Shapy County, Alphama, being more particularly described as follows 1/4 and the hortheoli 1/4 of the Southwest 1/4 of Section 13. Teaming 21 South, Honge 3 Medi, Shelby County, Alabama, being more particularly described COMMENCE at 3" copped area lound and locally occapied to be the Southwest corner of the Southwest 1/4 of the Southwest 1/4 of soid Section 15. Thence curve to the right. having a reduce of 1099-40 lest, a chard become at North 50 degrees 48 minutes 20 records Lest and a chard length of 277-67 feet; described. Thence North 45 degrees 05 number 29 excends then the citations of 2008 50 fact to circles of piece set in the contents of a grand roof, soul thence along the arc at most curve and along and sentence for an orc distance of 778.06 feet to a goint of a reserve curve to the cit, having a reduct of 700.00 feet, a chard bearing of harth 45 degrees 35 minutes 57 seconds East and a chard length of 271.00 feet, thence along the 675 of 1000 curve. 307.59 feet, thanks along the dis of said curve and mong add contents for a decrarce of 307.69 feet to a pent of a remote curve to the eft, having a continuing along seed, concerning for a distance of 2/3.62 feet to a point of a reverse curve to the right, having a reduce of 1115.00 level, a chard become of reduce of 1050.00 hair, a chief bearing of fairth 47 degrees 15 minutes 54 securities (ast and a chard length of 740.77 feet, thence along the arc of said North 40 days see 74 minutes 43 excepts East and a chord length of 754 66 feet, thence along the arc at each curve, continuing along seed contains for a curve, continuing along said contains for a distance of 240 Ps leaf to a point of a reserve halfer right, heway a reduce of 1000 00 leaf, a charddistance of 735 30 lest to a point of a review to the left, having a rightly of 700 00 feet, a third beining of feet 47 displaces 27 minutes 14 beging at herit at degrees 40 minutes Off sections funt and a chief langth of /1130 feet Instite along the art of soul terms, continuing whire soul. seconds feet and a chara length of 285.06 feet; thence done the art of send curve, continues along two continues for a distance of 265.57 feet to a pool. containe in a detence of 215.71 feet to a pant, there continues and contains the following fee cate. North 47 degrees 56 minutes 26 seconds at a reverse curve to the right holing a roduc of 2020-00 test a shord beging of North 39 degrees II minutes 42 seconds East and a chard length of Lost for a distance of 485 50 feet to a paint on a curve to the right howing a reduct of 550 00 feet, a chief beginning it harth 67 daymen 00 minutes 30 64.75 feet, thence along the arc of send curve, continuing along soul continues for a distance of 64.76 feet to a rathood spike set. Thence leaving said seconds (out and a chief langua of 315.96 less; thence along the sec of said curve for a distance of 319.16 feet to a point of a reverse curve to the left, contained. South 45 daylors 05 months 29 seconds East for a distance of 2008/50 feet in a 1/2" retain set, thence South 44 degrees 54 months 31. howing a reduce of 1100,00 feet, a shard beginn of North 88 degrees 34 minutes 20 seconds (ast and a shard length of 749 f8 feet, thence along the arc all aged curves for a distance of 249.77 test to a peint, thence booth 65 degrees 04 metales 07 seconds tool for a distance of 373.45 feet to a point on a seconds through the advance of 431.76 feet to a 1/2" rabor set on the South fine of the Southwest 1/4 of the Southagest 1/4 of soid Section 13. Thence South 87 degrees 36 mayles 31 seconds thest many east South less for a distance of 846.67 feet to the PORT OF HILDRIGHT Containing 44.05 ourse, more curse to the right, having a codule of 500.00 test, a chord bearing at North 75 degrees 14 minutes 37 seconds East and a chord langer at 210.40 feet, thence plang the arc of earl curve for a distance of 712.49 lest to a regressional spins sell, thence values about cantering, North 14 degrees 74 minutes 76. seconds fast for a disjunce of 86.704 test to a rabbod spike set in the contacting of a group read, and paint being on a curve to the right, hearing a radius at 200.50 fast, a chard bearing of North. 18 regress QR minutes QR exconds (ast and a chard family of 134.19 fast, thence along the arc of earl curat and I further certify that I have presided the Lederic Insurance Hate Wap (FIRM) Community Panel (01117C GMS FI Zone R., dated February 20, 2011 and Island ward said contains for a metance of 1 to 65 fast to a point, there continues and contains for the labours 3 cats, faith 55 degrees 44 minutes that the above nescribed Parcel does not be in a Florid Herord Zene. 14 seconds (ast far a dialonce at 731.27 feet to a paint an a curre to the right, haring a radius of 470.00 feet, a shord bearing of Marth 45 degrees 53. minutes 18 seconds foot and a chard length at 18570 feet, thence along the arc of said curve for a distance of 16657 feet to a point, thence from 16 degree 0) minutes 17 seconds (set for a delease of 159 68 feet to a radiosal spear set on the Novik one of the Southwest 1/4 of the Novikoesel 1/4 of This Parcel shown and described harm may be subject to satisfied Mahl of Muys, ensemble, sinong and restortions that may be found in the Probate seed Section III. Prency making and contenting, South 67 degrees 39 monitor 56 seconds East done sent North fine for a distance of 782.00 fact to a 17 Differ of said County copped plus faund of the horthqual corner of seed 1/4-1/4 section. Hence South 00 degrees 10 member 21 seconds bost eleme the first line of send. 1/4-1/4 section for a distance of 1608.75 fast to a refresh upon set in the contenting of a grown rood, thence stong seed contenting the following 5 cares South 67 degrees 35 minutes 46 seconds that he adjunce of 108.57 heat to a part on a curve to the right, named a radius of 277.54 feet, a chordbeging of South 84 degrees 17 minutes 14 seconds West and a chard angle of 158-33 feet, Whence along the arc at and curve for a distance of 158-47 feet to a paint of a reverse curve to the left, having a rodius of 1170-53 feet, a chard beginning of South 87 degrees 38 minutes 25 seconds. West and a chord angle of 528.05 feet. (hance along the arc at sold curse for a distance of 537.64 feet to a retreat spile set, thence inches said contenting, South 44. degrees 54 minutes 31 seconds fight for a distance of 2796 75 feet to the POH! Of SECUMENC Containing 171 00 ecres, more of esta-NO IMPROVEMENTS LOCATED OR SHOWN, PER OWNER'S REQUEST. BOUNDARY SURVEY 1. NORTH ARROW AND BEARINGS AS SHOWN HEREON. ARE BASED ON USCS RODNEY SHIFLETT SURVEYING 3 NO TITLE COMMINICAT PERFORMED OR FURNISHED TO SURVEYOR

COST TAK MODERN HERCON ARE DECOM-

RECORD MAP, AND TELL MEASURED TALESS OTHERWISE

P.O. BOX 204

COLUMBIANA, ALABAMA 35051

TE: 205-669-1205 FAX 205-669 1298 JOB #20012

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Exhibit C to Statutory Warranty Deed

Permitted Encumbrances

- 1. Access & License Agreement dated April 14, 2020 entered into by and between Yeshic, LLC and Camellia Met Mining, LLC
- 2. Right of Entry Agreement entered into by and between Grantor and Grantee of even date herewith
- 3. Rail Loop and Loadout Agreement entered into by and between Grantor and Grantee of even date herewith
- 4. Taxes and assessments for the year 2020 and subsequent years, which are not yet due and payable.
- 5. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
- Any facts, rights, interests, or claims that are not shown in the Public Records, but that could be ascertained by an inspection of the Property or that may be asserted by persons in possession of the Property.
- 7. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
- 8. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Property and not shown by the Public Records.
- 9. Any lien, or right to a lien, for services, labor or materials in connection with improvements, repairs or renovations provided before, on or after the date hereof, not shown by the Public Records.
- 10. Any claim to (a) ownership of or rights to minerals and similar substances, including but not limited to ores, metals, coal, lignite, oil, gas, uranium, clay, rock, sand, and gravel located in, on, or under the Property or produced from the Property, whether such ownership or rights arise by lease, grant, exception, conveyance, reservation, or otherwise; and (b) any rights, privileges, immunities, rights of way, and easements associated therewith or appurtenant thereto, whether or not the interests or rights excepted in (a) or (b) appear in the Public Records.
- Reservations, Conditions, Easements, Leases, Exceptions, Mineral and Mining Rights and Release of Damages as contained in that certain deed from Southern Electric Generating Company to Jesse Creek Mining, LLC recorded in Instrument No. 20180326000097530 in the Probate Office of Shelby County, Alabama.
- Easement for Road and Gas and/or Water Line Over Portion of SEGCO Lands in favor of GEOMET, INC. dated 03/14/2005 filed at Instrument #20060422000192570 in the Probate Office of Shelby County, Alabama.
- 13. Assignment, Bill of Sale and Assumption Agreement in from Calera Gas, LLC, as Assignor in favor of Calera Gathering, LLC as Assignee recorded at Instrument #20090724000345550.

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- Resolution to vacate roadway recorded at Instrument #20020611000275430.
- Easement set forth in deed from Coosa River Newsprint Company to Southern Electric Generating Company dated 10/08/1958 filed at Book 196, Page 161.
- Subject to reservations set forth in deed from Coosa River Newsprint Company to Southern Electric Generating Company dated 10/08/1958 filed at Book 196, Page 161.
- 17. Subject to reservations set forth in deed from Coosa River Newsprint Company to Southern Electric Generating Company dated 09/27/1960 filed at Book 211, Page 648.
- Subject to reservations set forth in deed from Kimberly Clark Corporation to Southern Electric Generating Company dated 11/06/1964 filed at Book 357, Page 826.
- 19. Land Exchange Agreement between Southern Electric Generating Company and Kimberly-Clark Corporation dated 06/01/1989 filed at Deed Book 264, Page 446.
- 20. Remaining reclamation and abandonment procedure access rights of lessee pursuant to that certain Property and Mining Lease Termination dated February 28, 2018, by and between the Company, as lessor, and Twin Pines, LLC, or its subsidiary Yeshic, LLC, and assignee of Twin Pines Coal Company, Inc., as tenant.
- 21. Subject to rights of others as to access road to the adjacent "Hubbard" tract of land.
- Easement or Right of Way granted by Southern Electric Generating Company to Southern Railway Company dated June 7, 1963 and recorded in Book 532, at Page 1245 in the Office of the Judge of Probate for Shelby County, Alabama.
- 23. Agreement regarding Mineral Lease as recorded in Instrument #20170607000200070.
- 24. Coal Mining Lease as recorded in Instrument #20170502000151300, Amended in Instrument #20180326000097550.
- 25. Right of Way to Alabama Power Company as recorded in Instrument #20180607000201650 in the Probate Office of Shelby County, Alabama.
- 26. Mineral Lease as recorded in Instrument #20170607000200060.

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A H N N

Filed and Recorded
Official Public Records
Judge of Probate, Shelby County Alabama, County
Clerk
Shelby County, AL
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